

4/30/01

UNITED STATES DISTRICT COURT
FOR THE
MIDDLE DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA,

Plaintiff

v.

TODD L. COOK
JEAN E. COOK

Defendants

1 : CV - 01 - 0761

CIVIL NO.

FILED
SCRANTON

APR 30 2001

COMPLAINT

PER
DEPUTY CLERK

The United States of America, a sovereign corporation by David M. Barasch,
United States Attorney in and for the Middle District of Pennsylvania, for its Complaint
alleges:

1. That this Court has jurisdiction under the provisions of 28 U.S.C. 1345.
2. That the defendants, Todd L. Cook and Jean E. Cook, reside at 1916 Esther
Street, Carlisle, PA 17016.
3. That on or about August 14, 1990, at the special instance and request of Todd
L. Cook and Jean E. Cook, the United States of America, acting through the Under
Secretary of Rural Development, on behalf of Rural Housing Service, United States
Department of Agriculture, (hereinafter Plaintiff), lent to said defendants the sum of
\$43,200.00 pursuant to the provisions of Title V of the Housing Act of 1949, as amended,
(42 U.S.C. 1471, et seq.).

4. That as evidence of the indebtedness, the defendants executed and delivered to the Plaintiff, their Promissory Note dated August 14, 1990, in the amount of \$43,200.00. A true copy of the Note is attached hereto, marked Exhibit A, and made a part hereof as if set forth in its entirety at this point.

5. The Promissory Note dated August 14, 1990, was reamortized on April 14, 1997. A copy of the Reamortization Agreement is attached hereto, marked Exhibit B, and made a part hereto as if set forth in its entirety at this point.

6. That during the course of their loan the defendants monthly mortgage payments were subsidized by the Plaintiff. Pursuant to 42 U.S.C. 1490(a) and the Real Estate Mortgage, any subsidy received by Defendants on loans received after October 1, 1979, is subject to recapture upon disposition of the property. The amount of the subsidy that may be due is set forth in the due and owing paragraph of this complaint.

7. That the defendants, for the purpose of securing the Plaintiff against loss, did execute and acknowledge to the Plaintiff, on or about August 14, 1990, a Real Estate Mortgage whereby they granted, conveyed, and mortgaged the real property described therein to the Plaintiff. A copy of the Real Estate Mortgage is attached hereto, marked Exhibit C, and made a part hereof as if set forth in its entirety at this point.

8. That the Real Estate Mortgage was duly recorded on August 14, 1990, with the Office of the Recorder of Deeds, Tioga County, Pennsylvania, in Book 523, Page 233.

9. That the Plaintiff is the owner and holder of the Promissory Note and Real Estate Mortgage.

10. That the defendants have failed or refused to comply with the provisions of the Promissory Note and Real Estate Mortgage, as follows: (a) they have failed or refused to

pay the installments of principal and interest when due; and (b) they have failed or refused to pay real estate taxes when due.

11. That because of the breaches of the provisions and conditions of the Promissory Note and Real Estate Mortgage, the Plaintiff paid \$33.60 on the mortgaged premises and charged the sum to the account of the defendants.

12. That because of the breaches of the provisions and conditions of the Promissory Note and Real Estate Mortgage, the Plaintiff does hereby elect to declare the entire amount of the indebtedness of the Promissory Note and Real Estate Mortgage to be immediately due and payable.

13. That there is now fully due and owing the Plaintiff on the Promissory Note and Real Estate Mortgage the following sums:

(a) Principal and advances.....	\$42,235.91
(b) Interest through May 31, 2000.....	\$2,339.16
(c) Interest Credit Subject to Recapture.....	\$17,543.00
TOTAL.....	\$62,118.07

Plus interest accruing from May 31, 2000, at the daily rate of \$10.4060.

14. That the defendants are the current record owners of the mortgaged premises to the best of the Plaintiff's knowledge and belief.

15. In order to provide notice of Plaintiff's intention to foreclose, Plaintiff sent to each defendant a Notice of Intention to Foreclose under date of March 29, 2000, by certified mail, to their last-known address; a photocopy of the carbon copy of both Notices, are attached hereto, made a part hereof and marked Exhibits D and E.

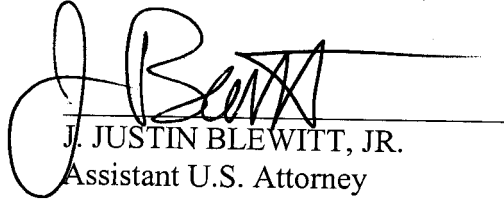
16. That no other action has been brought at law or in equity to enforce the provisions of the aforesaid Promissory Note and Real Estate Mortgage, and that all conditions precedent to the bringing of the action have been performed or have occurred. The Plaintiff has complied with the requirements of 7 C.F.R. 3550.207.

WHEREFORE, the Plaintiff demands judgment as follows:

- (a) That the defendants and every person whose conveyance or encumbrance is subsequent or subsequently recorded, be forever barred and foreclosed of all rights, claim, lien, and equity of redemption in the mortgaged premises;
- (b) That said premises may be decreed to be sold according to law;
- (c) That the amount due to the Plaintiff on its Promissory Note and Real Estate Mortgage may be adjudged;
- (d) That the monies arising from said sale be brought into Court;
- (e) That the Plaintiff be paid the amount adjudged due the Plaintiff with interest thereon to the time of such payment, together with costs and expenses of this action and expenses of said sale so far as the amount of such money applicable thereto will pay the same;
- (f) That a judgment be entered against the defendants as to any deficiency remaining;
- (g) That the Plaintiff shall have such other and further relief, or both, in the premises as shall be just and equitable.

DATED: 4-30-01

DAVID M. BARASCH
United States Attorney
Middle District of Pennsylvania


J. JUSTIN BLEWITT, JR.
Assistant U.S. Attorney

USDA-FmHA
Form FmHA 1940-16
(Rev. 8/87)

PROMISSORY NOTE

TYPE OF LOAN

RH - 502

STATE

Pennsylvania

COUNTY

Tioga

CASE NO.

44-59-193669785

Date August 14, 1990

FOR VALUE RECEIVED, the undersigned (whether one or more persons, herein called "Borrower") jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration,

United States Department of Agriculture, (herein called the "Government") at its office in _____
Wellsboro, Pennsylvania

THE PRINCIPAL SUM OF FORTY-THREE THOUSAND TWO HUNDRED AND ----- NO/100
DOLLARS (\$ 43,200.00), plus INTEREST on the UNPAID PRINCIPAL of
NINE PERCENT (9.00 %) PER ANNUM.

Payment of the said Principal and Interest shall be as agreed between the Borrower and the Government using one of three alternatives as indicated below: (check one)

☐ I. Principal and Interest payments shall be deferred. The interest accrued to _____, 19____ shall be added to the Principal. Such new Principal and later accrued Interest shall be payable in _____ regular amortized installments on the dates indicated in the box below. Borrower authorizes the Government to enter the amount of such new Principal herein \$ _____ and the amount of such regular installments in the box below, when such amounts have been determined.

☐ II. Payment of Interest shall not be deferred. Installments of accrued Interest shall be payable on the _____ of each _____ beginning on _____, 19____, through _____, 19____. Principal and later accrued Interest shall be paid in _____ installments as indicated in the box below:

☒ III. Payments shall not be deferred. Principal and Interest shall be paid in 396 installments as indicated in the box below:

\$ 343.00 on September 14, 1990, and
\$ 343.00 thereafter on the 14 th day of each MONTH
until the PRINCIPAL and INTEREST are fully paid except that the FINAL INSTALLMENT of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and PAYABLE THIRTY-THREE (33) YEARS from the DATE of this NOTE. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

Presentment, protest, and notice are hereby waived.

Bonnie J. Quinn
Bonnie J. Quinn, Co-Maker

Todd L. Cook (SEAL)
Todd L. Cook (BORROWER)
Jean E. Cook (SEAL)
Jean E. Cook (SPOUSE)

Lot #30, Capitol Drive

Nelson, PA 16940

A Reamortization and/or Deferral Agreement dated 4/14/97 in the principal sum of \$42,879.80 has been given to modify the payment schedule of this note.

RECORD OF ADVANCES					
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
(1) \$ 43,200.00		(8) \$		(15) \$	
(2) \$		(9) \$		(16) \$	
(3) \$		(10) \$		(17) \$	
(4) \$		(11) \$		(18) \$	
(5) \$		(12) \$		(19) \$	
(6) \$		(13) \$		(20) \$	
(7) \$		(14) \$		(21) \$	
TOTAL				\$ 43,200.00	

USDA-FmHA
Form FmHA 452-2
(4-17-78)

REAMORTIZATION and/or DEFERRAL AGREEMENT

BORROWER CASE NUMBER			FUND	LOAN	EFFECTIVE DATE OF REAMORTIZATION		
St.	Co.	Borrower ID	CODE	NUMBER	Month	Day	Year
44	59	193669785	46	01	04	14	1997

The United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (called the "Government"), is the owner and holder of a promissory note or assumption agreement (new terms)

in the principal sum of Forty three thousand two hundred and no/100 Dollars (\$43,200.00),

plus interest on the unpaid principal of NINE percent (9%) per year, which was made or assumed by

TODD L. COOK and JEAN E. COOK

(called "I/We"), dated August 14, 1990, and payable to the order of the Government. The

unpaid principal balance (including advances) is \$ 42,397.29. The accrued interest to date is

\$ 482.51. The total debt to date is \$ 42,879.80, which now is principal.

Because one or more of the conditions set forth in Farmers Home Administration regulations have been met for obtaining a reamortization or deferral of the debt, the Government agrees to grant this reamortization or deferral of said loan and I/we agree to make payments using one of two alternatives as indicated below: (check one)

☒ **A. Reamortization**

(1) The first installment in the amount of \$ 356.00, will be due and payable on May 14, 1997.

(2) Thereafter, regular installments, each in the amount of \$ 356.00, will be due and payable on the 14th of each month until the principal and interest are paid, except that the final installment of the entire debt, if not paid sooner, will be due and payable on August 14, 2023.

☐ **B. Deferral and Reamortization**

Installments shall be deferred as indicated in the table below. All unpaid interest accrued to

19____, shall be added to the principal. The new installment schedule will be as follows:

\$ _____	on _____	, 19 ____
\$ _____	on _____	, 19 ____
\$ _____	on _____	, 19 ____
\$ _____	on _____	, 19 ____
\$ _____	on _____	, 19 ____
\$ _____	on _____	, 19 ____

and \$ _____ thereafter on the 1st of January of each year until the principal and interest are paid, except that the final installment of the entire debt, if not paid sooner, will be due and payable on

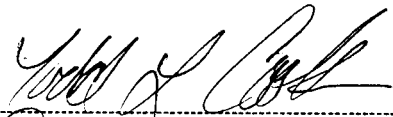
Exhibit B

Nothing in this agreement affects any of the terms or conditions of the note or assumption agreement, or the instruments securing it, other than the payment schedule (which includes the due date of the final installment).

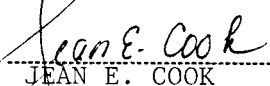
Upon default in the payment of any one of the above installments or in case of a failure to comply with any of the conditions and agreements contained in the above-described note or assumption agreement or the instruments securing it, the Government at its option may declare the entire debt immediately due and payable and may take any other action authorized therein.

APRIL 21, 1997

(Date)


TODD L. COOK

(Borrower)


JEAN E. COOK

(Borrower)

UNITED STATES OF AMERICA
FARMERS HOME ADMINISTRATION

By


JANET S. GULLIVER

Title Community Development Specialist

Date April 21, 1997

USDA-FmHA

Form FmHA 427-1 PA

(Rev. 6-90)*

REAL ESTATE MORTGAGE FOR PENNSYLVANIA

THIS MORTGAGE is made and entered into by TODD L. COOK, AND JEAN E. COOK, his wife,RECORDED
90 AUG 14 PM 3:52residing in Tioga

County, Pennsylvania, whose post office address is

P.O. Box 2, Nelson, PA 16940RECORDER OF DEEDS
TIOGA COUNTY
Pennsylvania

herein called "Borrower," and The United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, the Mortgagee, whose principal office is located in Washington, D.C., herein called the "Government," and:

WHEREAS Borrower is indebted to the Government, as evidenced by one or more promissory note(s) or assumption agreement(s) or any shared appreciation or recapture agreement, herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
August 14, 1990	43,200.00	9%	August 14, 2023

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument may be increased as provided in the Farmers Home Administration regulations and the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949, or any other statutes administered by the Farmers Home Administration.

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower:

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a, or any amounts due under any Shared Appreciation Agreement/Recapture Agreement entered into pursuant to 7 U.S.C. 2001.

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, convey, mortgage, assign, and forever warrant unto the Government the following property situated in the State of

Pennsylvania, County(ies) of Tioga :

ALL that lot of land situate in the Township of Nelson, County of Tioga, bounded bounded and described as follows:

Pursuant to attached Exhibit A

FmHA 427-1 PA (Rev. 6-90)

BOOK 523 PAGE 233

Exhibit C

EXHIBIT A

ALL that certain lot, piece or parcel of land situate in the Township of Nelson, Tioga County, Pennsylvania, and known or distinguished as:

BEING Lot 30 as shown on the Plat of Nelson Subdivision as surveyed by Francis J. Connell, R.R.S., which said Plat is dated 19 April 1978 and recorded among the Land Records of Tioga County, Pennsylvania, in Map File 5408.

BEING the same premises conveyed by The Redevelopment Authority of The County of Tioga to Big Sky Enterprises in a deed dated 16 March 1989 and recorded in Tioga County Record Book 492 at page 919. AND BEING the same premises that were conveyed by Big Sky Enterprises to Todd L. Cook and Jean E. Cook in a deed to be recorded immediately prior hereto.

SUBJECT TO NEVERTHELESS a right reserved to the United States of America to grant easements to public utilities to erect, construct, operate and maintain public utility facilities on, over and under the utility easement areas, as shown on said Plat.

ALSO SUBJECT TO certain covenants running with the land which appear in the Deed from the Redevelopment Authority of The County of Tioga dated 16 March 1989 and recorded in Tioga County Record Book 492 at page 919, the contents of which are incorporated herein by reference thereto.

08-14-90 15:56NCLCNDLH 077
MORTGAGE \$15.0
WRIT TAX \$0.0
ST \$15.0
CHK \$15.0
CB \$0.0
REUNDER OF BELLS
TUGG CO #57
WELLSBORO, PA 16700
MARLY L. KIRIEL
CHK \$15.0
08-14-90 15:56NCLCNDLH 077
08-14-90 15:56NCLCNDLH 077
#/NS

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

This is a purchase money mortgage under the lien priority laws of the Commonwealth of Pennsylvania, as amended. BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts including advances for payment of prior and/or junior liens, required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for Borrower's account. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government including advances for payment of prior and/or junior liens, in addition to any advances required by the terms of the note, as described by this instrument, with interest shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Except as otherwise provided by the Farmers Home Administration regulations, neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (d) release any party who is liable under the note or for the debt from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government--whether once or often--in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property, or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future laws.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, or (d) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, national origin, handicap, familial status or age, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, national origin, handicap, familial status or age.

(21) Borrower further agrees that the loan(s) secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

(22) Upon default by Borrower as aforesaid, the Government may foreclose this instrument as authorized or permitted by the laws then existing of the jurisdiction where the property is situated and of the United States of America, on terms and conditions satisfactory to the Government, including but not limited to foreclosure by (a) statutory power of sale, or (b) advertisement and sale of the property at public auction to the highest bidder in one or more parcels at the Government's option and at the time and place and in the manner and after such notice and on terms required by statute or determined by the Government if not contrary to statute, or (c) written agreement hereafter made between Borrower and the Government.

(23) THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE, OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN: AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL, AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING, OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, One Credit Union Place, Suite 330, Harrisburg, Pennsylvania 17110-2996, and in the case of Borrower to the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 14 th day of August, 19 90.

Signed, sealed, and delivered in the presence of:

[Signature] (SEAL)
Jean E. Cook (SEAL)

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA

COUNTY OF Tioga } ss:

On this 14th day of August, 19 90, before me, the undersigned, a Notary Public in and for said State and County, personally appeared Todd L. Cook and Jean E. Cook, his wife, known (or satisfactorily proved) to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires 7-00-92

NOTARIAL SEAL
 SUSAN L. MILLER, Notary Public
 Wellsboro Boro, Tioga County, Pa.
 My Commission Expires July 20, 1992

[Signature]
 Notary Public.

RESIDENCE CERTIFICATE

I certify that the precise residence of the within-named Mortgagee is Washington, D.C.

U.S. Government Printing Office: 1990-706-495

STATE OF PENNSYLVANIA, COUNTY OF TIOGA SS

Recorded in the Recorder's Office for said County, in Book No. 523 page 233 the 14th day

Aug 19 90

Witness my hand and Official Seal

[Signature] Recorder



**United States
Department of
Agriculture**

Rural Housing Service
Centralized Servicing Center
P. O. Box 66827
St. Louis, MO 63166

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

TODD L COOK
1916 ESTHER
CARSILE

PA 17016

SUBJECT: NOTICE OF ACCELERATION OF YOUR RURAL HOUSING SERVICE LOAN(S); DEMAND FOR PAYMENT OF THAT DEBT; NOTICE OF RIGHT TO CURE YOUR DELINQUENCY; NOTICE OF INTENT TO FORECLOSE; AND NOTICE OF YOUR OPPORTUNITY TO HAVE A HEARING CONCERNING THIS ACTION

Dear TODD L COOK

PLEASE TAKE NOTE that the entire indebtedness due on the promissory note(s) and/or assumption agreement(s) which evidence the loan(s) received by you from the United States of America, acting through the United States Department of Agriculture Rural Housing Service (RHS), formerly Farmers Home Administration, as set forth below, is now declared immediately due and payable and demand is hereby made on you to pay this entire indebtedness. If payment is not made as demanded herein, the RHS intends to enforce its real estate mortgage(s) given to secure the indebtedness by foreclosure of its lien(s) on your house.

<u>Account Number(s)</u>	<u>Date of Promissory Note</u>	<u>Amount</u>
0006081860	08/14/90	43200.00

The recent bankruptcy proceeding filed by you has resulted in a discharge of the debt(s) owed by you to RHS, so nothing contained in this notice should be construed as an attempt by RHS to collect or enforce the debt(s) as your personal obligation. However, RHS is entitled to collect the debt(s) by way of foreclosure of its lien(s) on your house.

This acceleration of your indebtedness is made in accordance with the authority granted in the above-described instrument(s). The reason(s) for the acceleration of your indebtedness is (are) as follows:

MONETARY DEFAULT
ABANDONED PROPERTY

The balance of the account is unpaid principal in the amount of \$ 42202.31 and unpaid interest in the amount of \$ 1683.58, as of 03/29/00 plus additional interest accruing at the rate of \$ 10.4060 per day thereafter, plus additional advances to be made by the United States for the protection of its security, the interest accruing on any such advances, fees, or late charges, and the amount of subsidy to be recaptured in accordance with the Subsidy Repayment Agreement.



Rural Development Agencies replace the Farmers Home Administration.
Rural Development Administration and the Rural Electrification Administration.
Rural Development Agencies are Equal Opportunity Lenders. Complaints of
discrimination should be sent to: Secretary of Agriculture, Washington, D.C. 20250

Exhibit D

You have the right to cure your monetary default and stop foreclosure action thereby reinstating your mortgage by bringing your mortgage account up-to-date at any time from now up until one hour before the commencement of bidding at the United States Marshal's sale.

You may cure your monetary default by paying the total of all the following charges:

- Pay \$ 2136.00 , the current delinquency, plus additional payments which come due each month following this notice.
- Pay any additional foreclosure costs which may include costs of title examination, court costs, and cost of advertising the foreclosure sale.
- Pay any delinquent real estate taxes and show proof that your property is insured with homeowners insurance.

You should contact Centralized Servicing Center where your account is being serviced at 1(800)793-8861 or mail your request to PO Box 66827, St.Louis, MO 63166 in order to obtain the exact amount your account(s) is(are) behind. You may reinstate not more than three times in any one calendar year.

The payment to cure your monetary default must be paid in cash, cashier's check or certified check, made payable to Rural Housing Service and delivered to the Centralized Servicing Center at the above address. The payment may also be made to the U.S. Marshal who conducts the sale up to one hour before the bidding commences.

You are hereby notified that unless the accounts(s) is(are) paid current and other violations removed or said indebtedness is paid in full within 30 days from the receipt of this notice, the United States of America will take action to foreclose. The earliest date on which your property will be sold by the United States Marshal will be approximately 60 days from the date of this letter. Payment of the indebtedness should be made by cashier's check, or postal money order payable to the Rural Housing Service and sent to the Centralized Servicing Center, P.O. Box 790170, St. Louis. MO 63179-0170.

If you submit to the Centralized Servicing Center any payment insufficient to cure the account in full or insufficient to pay the entire indebtedness, should you desire to select such option, such payment **WILL NOT CANCEL** the effect of this notice. If insufficient payments are received and credited to your account, no waiver or prejudice of any rights which the United States may have will result and the RHS may proceed as though no such payments had been made.

YOUR RIGHT TO A DISCUSSION WITH RHS - You have the opportunity to discuss this decision to accelerate your loan(s) with a RHS official or have an administrative appeal hearing before the foreclosure takes place. This is an opportunity to discuss why you believe the United States is in error in accelerating your loan(s) and proceeding with foreclosure. If you desire to have an informal discussion with an RHS official or have any questions concerning this decision or the facts used in making this decision, you should contact this office in writing. The request for an informal discussion must be sent to the undersigned no later than 04/13/00 . Requests which are postmarked by the U. S. Postal Service on or before that date will be considered as timely received. You also have the right to an administrative appeal hearing with a hearing officer instead of, or in addition to, an informal discussion with this office. If you request an informal discussion with an RHS official, and this does not result in a decision in which you concur, you will be given a separate time frame in which to submit your request for an administrative appeal. (See the attachment for your appeal rights.)

YOUR RIGHT TO AN ADMINISTRATIVE APPEAL HEARING - If you do not wish to have an informal discussion with an RHS official as outlined above, you may request an administrative appeal with a member of the National Appeals Division Area Supervisor, no later than 30 days after the date on which you received this notice. Requests which are postmarked by the U.S. Postal Service on or before that date will be considered as timely received as requesting an administrative appeal. Please include a copy of this letter with your request.

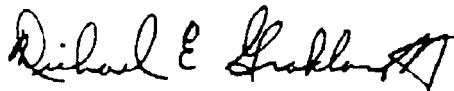
If you fail to comply with the requirements outlined, the United States plans to proceed with foreclosure. You may avoid foreclosure by (1) refinancing your RHS loan(s) with a private or commercial lender or otherwise paying your indebtedness in full; (2) selling the property for its fair market value and applying the proceeds to your loan(s); (3) transferring the loan(s) and property to an eligible applicant with RHS approval; or (4) conveying the property to the Government with RHS approval. Please contact our Centralized Servicing Center office at 1-800-793-8861, if you desire to satisfy your loan(s) by one of the above methods.

You cannot be discriminated against in a credit transaction because of your race, color, religion, national origin, sex, marital status, handicap, or age (if you have the legal capacity to enter into a contract). You cannot be denied a loan because all or a part of your income is from a public assistance program. If you believe you have been discriminated against for any of these reasons, you should write to the Secretary of Agriculture, Washington, D.C. 20250.

You cannot be discriminated against in a credit transaction because you in good faith exercised your rights under the Consumer Credit Protection Act. The Federal Agency responsible for seeing this law is obeyed is the Federal Trade Commission, Washington, D.C. 20580.

For questions regarding your account, please call Risk Management toll free at 1-800-793-8861 or TDD 1-800-438-1832, 7:00 a.m. to 5:00 p.m., Monday through Friday, Central Time. Please refer to your Account number when you write or call us. Thank you.

UNITED STATES OF AMERICA
BY



Michael E. Graklanoff
Branch Chief
CSC - Risk Management Branch
Rural Housing Service
United States Department of Agriculture

Date: 03/29/00
Attachment
CC: State Office

This letter was mailed certified and regular mail on 03/29/00 .

You have the right to cure your monetary default and stop foreclosure action thereby reinstating your mortgage by bringing your mortgage account up-to-date at any time from now up until one hour before the commencement of bidding at the United States Marshal's sale.

You may cure your monetary default by paying the total of all the following charges:

- Pay \$ 2136.00 , the current delinquency, plus additional payments which come due each month following this notice.
- Pay any additional foreclosure costs which may include costs of title examination, court costs, and cost of advertising the foreclosure sale.
- Pay any delinquent real estate taxes and show proof that your property is insured with homeowners insurance.

You should contact Centralized Servicing Center where your account is being serviced at 1(800)793-8861 or mail your request to PO Box 66827, St.Louis, MO 63166 in order to obtain the exact amount your account(s) is(are) behind. You may reinstate not more than three times in any one calendar year.

The payment to cure your monetary default must be paid in cash, cashier's check or certified check, made payable to Rural Housing Service and delivered to the Centralized Servicing Center at the above address. The payment may also be made to the U.S. Marshal who conducts the sale up to one hour before the bidding commences.

You are hereby notified that unless the accounts(s) is(are) paid current and other violations removed or said indebtedness is paid in full within 30 days from the receipt of this notice, the United States of America will take action to foreclose. The earliest date on which your property will be sold by the United States Marshal will be approximately 60 days from the date of this letter. Payment of the indebtedness should be made by cashier's check, or postal money order payable to the Rural Housing Service and sent to the Centralized Servicing Center, P.O. Box 790170, St. Louis. MO 63179-0170.

If you submit to the Centralized Servicing Center any payment insufficient to cure the account in full or insufficient to pay the entire indebtedness, should you desire to select such option, such payment **WILL NOT CANCEL** the effect of this notice. If insufficient payments are received and credited to your account, no waiver or prejudice of any rights which the United States may have will result and the RHS may proceed as though no such payments had been made.

YOUR RIGHT TO A DISCUSSION WITH RHS - You have the opportunity to discuss this decision to accelerate your loan(s) with a RHS official or have an administrative appeal hearing before the foreclosure takes place. This is an opportunity to discuss why you believe the United States is in error in accelerating your loan(s) and proceeding with foreclosure. If you desire to have an informal discussion with an RHS official or have any questions concerning this decision or the facts used in making this decision, you should contact this office in writing. The request for an informal discussion must be sent to the undersigned no later than 04/13/00 . Requests which are postmarked by the U. S. Postal Service on or before that date will be considered as timely received. You also have the right to an administrative appeal hearing with a hearing officer instead of, or in addition to, an informal discussion with this office. If you request an informal discussion with an RHS official, and this does not result in a decision in which you concur, you will be given a separate time frame in which to submit your request for an administrative appeal. (See the attachment for your appeal rights.)

YOUR RIGHT TO AN ADMINISTRATIVE APPEAL HEARING - If you do not wish to have an informal discussion with an RHS official as outlined above, you may request an administrative appeal with a member of the National Appeals Division Area Supervisor, no later than 30 days after the date on which you received this notice. Requests which are postmarked by the U.S. Postal Service on or before that date will be considered as timely received as requesting an administrative appeal. Please include a copy of this letter with your request.

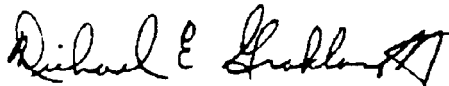
If you fail to comply with the requirements outlined, the United States plans to proceed with foreclosure. You may avoid foreclosure by (1) refinancing your RHS loan(s) with a private or commercial lender or otherwise paying your indebtedness in full; (2) selling the property for its fair market value and applying the proceeds to your loan(s); (3) transferring the loan(s) and property to an eligible applicant with RHS approval; or (4) conveying the property to the Government with RHS approval. Please contact our Centralized Servicing Center office at 1-800-793-8861, if you desire to satisfy your loan(s) by one of the above methods.

You cannot be discriminated against in a credit transaction because of your race, color, religion, national origin, sex, marital status, handicap, or age (if you have the legal capacity to enter into a contract). You cannot be denied a loan because all or a part of your income is from a public assistance program. If you believe you have been discriminated against for any of these reasons, you should write to the Secretary of Agriculture, Washington, D.C. 20250.

You cannot be discriminated against in a credit transaction because you in good faith exercised your rights under the Consumer Credit Protection Act. The Federal Agency responsible for seeing this law is obeyed is the Federal Trade Commission, Washington, D.C. 20580.

For questions regarding your account, please call Risk Management toll free at 1-800-793-8861 or TDD 1-800-438-1832, 7:00 a.m. to 5:00 p.m., Monday through Friday, Central Time. Please refer to your Account number when you write or call us. Thank you.

UNITED STATES OF AMERICA
BY



Michael E. Graklanoff
Branch Chief
CSC - Risk Management Branch
Rural Housing Service
United States Department of Agriculture

Date: 03/29/00
Attachment
CC: State Office

This letter was mailed certified and regular mail on 03/29/00 .



**United States
Department of
Agriculture**

Rural Housing Service
Centralized Servicing Center
P. O. Box 66827
St. Louis, MO 63166

CERTIFIED MAIL

RETURN RECEIPT REQUESTED

JEAN E COOK
1916 ESTHER
CARSILE

PA 17016

SUBJECT: NOTICE OF ACCELERATION OF YOUR RURAL HOUSING SERVICE LOAN(S); DEMAND FOR PAYMENT OF THAT DEBT; NOTICE OF RIGHT TO CURE YOUR DELINQUENCY; NOTICE OF INTENT TO FORECLOSE; AND NOTICE OF YOUR OPPORTUNITY TO HAVE A HEARING CONCERNING THIS ACTION

Dear JEAN E COOK

PLEASE TAKE NOTE that the entire indebtedness due on the promissory note(s) and/or assumption agreement(s) which evidence the loan(s) received by you from the United States of America, acting through the United States Department of Agriculture Rural Housing Service (RHS), formerly Farmers Home Administration, as set forth below, is now declared immediately due and payable and demand is hereby made on you to pay this entire indebtedness. If payment is not made as demanded herein, the RHS intends to enforce its real estate mortgage(s) given to secure the indebtedness by foreclosure of its lien(s) on your house.

<u>Account Number(s)</u>	<u>Date of Promissory Note</u>	<u>Amount</u>
0006081860	08/14/90	43200.00

The recent bankruptcy proceeding filed by you has resulted in a discharge of the debt(s) owed by you to RHS, so nothing contained in this notice should be construed as an attempt by RHS to collect or enforce the debt(s) as your personal obligation. However, RHS is entitled to collect the debt(s) by way of foreclosure of its lien(s) on your house.

This acceleration of your indebtedness is made in accordance with the authority granted in the above-described instrument(s). The reason(s) for the acceleration of your indebtedness is (are) as follows:

**MONETARY DEFAULT
ABANDONED PROPERTY**

The balance of the account is unpaid principal in the amount of \$ 42202.31 and unpaid interest in the amount of \$ 1683.58, as of 03/29/00 plus additional interest accruing at the rate of \$ 10.4060 per day thereafter, plus additional advances to be made by the United States for the protection of its security, the interest accruing on any such advances, fees, or late charges, and the amount of subsidy to be recaptured in accordance with the Subsidy Repayment Agreement.



Rural Development Agencies replace the Farmers Home Administration, Rural Development Administration and the Rural Electrification Administration. Rural Development Agencies are Equal Opportunity Lenders. Complaints of discrimination should be sent to: Secretary of Agriculture, Washington, D.C. 20250

Exhibit E

You have the right to cure your monetary default and stop foreclosure action thereby reinstating your mortgage by bringing your mortgage account up-to-date at any time from now up until one hour before the commencement of bidding at the United States Marshal's sale.

You may cure your monetary default by paying the total of all the following charges:

- Pay \$ 2136.00 , the current delinquency, plus additional payments which come due each month following this notice.
- Pay any additional foreclosure costs which may include costs of title examination, court costs, and cost of advertising the foreclosure sale.
- Pay any delinquent real estate taxes and show proof that your property is insured with homeowners insurance.

You should contact Centralized Servicing Center where your account is being serviced at 1(800)793-8861 or mail your request to PO Box 66827, St.Louis, MO 63166 in order to obtain the exact amount your account(s) is(are) behind. You may reinstate not more than three times in any one calendar year.

The payment to cure your monetary default must be paid in cash, cashier's check or certified check, made payable to Rural Housing Service and delivered to the Centralized Servicing Center at the above address. The payment may also be made to the U.S. Marshal who conducts the sale up to one hour before the bidding commences.

You are hereby notified that unless the accounts(s) is(are) paid current and other violations removed or said indebtedness is paid in full within 30 days from the receipt of this notice, the United States of America will take action to foreclose. The earliest date on which your property will be sold by the United States Marshal will be approximately 60 days from the date of this letter. Payment of the indebtedness should be made by cashier's check, or postal money order payable to the Rural Housing Service and sent to the Centralized Servicing Center, P.O. Box 790170, St. Louis. MO 63179-0170.

If you submit to the Centralized Servicing Center any payment insufficient to cure the account in full or insufficient to pay the entire indebtedness, should you desire to select such option, such payment **WILL NOT CANCEL** the effect of this notice. If insufficient payments are received and credited to your account, no waiver or prejudice of any rights which the United States may have will result and the RHS may proceed as though no such payments had been made.

YOUR RIGHT TO A DISCUSSION WITH RHS - You have the opportunity to discuss this decision to accelerate your loan(s) with a RHS official or have an administrative appeal hearing before the foreclosure takes place. This is an opportunity to discuss why you believe the United States is in error in accelerating your loan(s) and proceeding with foreclosure. If you desire to have an informal discussion with an RHS official or have any questions concerning this decision or the facts used in making this decision, you should contact this office in writing. The request for an informal discussion must be sent to the undersigned no later than 04/13/00 . Requests which are postmarked by the U. S. Postal Service on or before that date will be considered as timely received. You also have the right to an administrative appeal hearing with a hearing officer instead of, or in addition to, an informal discussion with this office. If you request an informal discussion with an RHS official, and this does not result in a decision in which you concur, you will be given a separate time frame in which to submit your request for an administrative appeal. (See the attachment for your appeal rights.)

YOUR RIGHT TO AN ADMINISTRATIVE APPEAL HEARING - If you do not wish to have an informal discussion with an RHS official as outlined above, you may request an administrative appeal with a member of the National Appeals Division Area Supervisor, no later than 30 days after the date on which you received this notice. Requests which are postmarked by the U.S. Postal Service on or before that date will be considered as timely received as requesting an administrative appeal. Please include a copy of this letter with your request.

If you fail to comply with the requirements outlined, the United States plans to proceed with foreclosure. You may avoid foreclosure by (1) refinancing your RHS loan(s) with a private or commercial lender or otherwise paying your indebtedness in full; (2) selling the property for its fair market value and applying the proceeds to your loan(s); (3) transferring the loan(s) and property to an eligible applicant with RHS approval; or (4) conveying the property to the Government with RHS approval. Please contact our Centralized Servicing Center office at 1-800-793-8861, if you desire to satisfy your loan(s) by one of the above methods.

You cannot be discriminated against in a credit transaction because of your race, color, religion, national origin, sex, marital status, handicap, or age (if you have the legal capacity to enter into a contract). You cannot be denied a loan because all or a part of your income is from a public assistance program. If you believe you have been discriminated against for any of these reasons, you should write to the Secretary of Agriculture, Washington, D.C. 20250.

You cannot be discriminated against in a credit transaction because you in good faith exercised your rights under the Consumer Credit Protection Act. The Federal Agency responsible for seeing this law is obeyed is the Federal Trade Commission, Washington, D.C. 20580.

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UNITED STATES OF AMERICA
BY



Michael E. Graklanoff
Branch Chief
CSC - Risk Management Branch
Rural Housing Service
United States Department of Agriculture

Date: 03/29/00
Attachment
CC: State Office

This letter was mailed certified and regular mail on 03/29/00 .



**United States
Department of
Agriculture**

Rural Housing Service
Centralized Servicing Center
P. O. Box 66827
St. Louis, MO 63166

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

JEAN E COOK
PO BOX 2
NELSON

PA 16940

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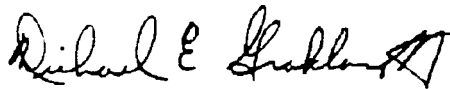
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